STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **COMMUNITY HOPE PROJECTS, INC. DBA HOPE FAMILY HEALTH CENTER**, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work**")**, to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work**")** can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of **$23,000.00,** and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to

circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2011) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, (***i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and the **COMMUNITY HOPE PROJECTS, INC. DBA HOPE FAMILY HEALTH CENTER.**

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY-**funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described in the Statement of Work.

SECTION XII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any and all information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and written consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

Community Hope Projects, Inc.
dba Hope Family Health Center
c/o Rebecca Ramirez, Executive Director
2332 Jordan Road
McAllen, Texas 78503
Phone #: (956) 994-3319
Fax #: (956) 971-9377

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by **ENTITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **ENTITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XVII
Effective Date

The effective date of this agreement shall be the **1st day of July 2010** such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2011.**

Approved and signed this _____ day of _____ 20__.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: Community Hope Projects, Inc.
dba Hope Family Health Center
Address: 2332 Jordan Road
City/State/Zip: McAllen, Texas 78503
Federal I.D. # or Soc. Sec. #:74-2742024
DUNS #: 068573711

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of_____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK
Precinct #2

Section I In summary, describe the service(s) that the agency / organization provides to the community.

HFHC provides medical and counseling services to the uninsured members of our community. The doctors providing medical care are volunteers – all have their own practice and donate time during the month to serve our patients.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 10,000.00 Awarded By: Precinct #2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

The awarded CDBG funds will be used for our medical and case management expenses. Funds will be used for medical procedures that include, but are not limited to, blood work, x-rays, MRIs, counseling and other related medical expenses as needed.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Services provided as a result of CDBG funds include blood work and additional medical procedures. The medical and case management services will be completed at Hope Family Health Center during working hours (currently T/TH 9-7, W/F 9-5). Blood work and other medical procedures will be completed off site.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
Patients who utilize HFHC's services are low to extremely low income. Many cannot afford the suggested $5 donation and can definitely not afford the cost of medication, blood work and further medical procedures.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.
Approximately 55 new patients who reside in the Pct 2 Urban County eligible areas will be served. The patients that are seen at HFHC are those living in the LRGV who are uninsured and low income. Children, adults, and the elderly are serviced at HFHC.

Section VII List the location(s) with a physical address where the service(s) will be provided.

HFHC is located at 2332 Jordan Rd McAllen, TX 78503

Exhibit B-1
GRANT BUDGET
Precinct #2

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Medical Procedures to include, but not limited to, blood work (lab), x-rays, medication, EKGs, minor surgeries, case management and counseling and other related medical expenses.	$ 10,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #2

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2010 - 2011 **For the Months of...**	**Estimated Amount** **Of Expenditures**	**Type of Budgeted Expenditures**
July	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
August	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
September	$1,100.00	Medical expenditures: lab work, medication, medical procedures, etc.
October	$1,100.00	Medical expenditures: lab work, medication, medical procedures, etc.
November	$1,100.00	Medical expenditures: lab work, medication, medical procedures, etc.
December	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
January	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
February	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
March	$900.00	Medical expenditures: lab work, medication, medical procedures, etc.
April	$900.00	Medical expenditures: lab work, medication, medical procedures, etc.
May	$900.00	Medical expenditures: lab work, medication, medical procedures, etc.
TOTAL:	**$10,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #2

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	5	Medical services
August	5	Medical services
September	5	Medical services
October	5	Medical services
November	5	Medical services
December	5	Medical services
January	5	Medical services
February	5	Medical services
March	5	Medical services
April	5	Medical services
May	5	Medical services
Total for the Year:	**55**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #3

Section I In summary, describe the service(s) that the agency / organization provides to the community.

HFHC provides medical and counseling services to the uninsured members of our community. The doctors providing medical care are volunteers – all have their own practice and donate time during the month to serve our patients.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 5,000.00 Awarded By: Precinct #3

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

The awarded CDBG funds will be used for our medical and case management expenses. Funds will be used for medical procedures that include, but are not limited to, blood work, x-rays, MRIs, counseling and other related medical expenses as needed.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Services provided as a result of CDBG funds include blood work and additional medical procedures. The medical and case management services will be completed at Hope Family Health Center during working hours (currently T/TH 9-7, W/F 9-5). Blood work and other medical procedures will be completed off site.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Patients who utilize HFHC's services are low to extremely low income. Many cannot afford the suggested $5 donation and can definitely not afford the cost of medication, blood work and further medical procedures.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 60 new patients who reside in the Pct 3 Urban County eligible areas will be served. The patients that are seen at HFHC are those living in the LRGV who are uninsured and low income. Children, adults, and the elderly are serviced at HFHC.

Section VII List the location(s) with a physical address where the service(s) will be provided.

HFHC is located at 2332 Jordan Rd McAllen, TX 78503

Exhibit B-1
GRANT BUDGET
Precinct #3

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Medical Procedures to include, but not limited to, blood work (lab), x-rays, medication, EKGs, minor surgeries, case management and counseling and other related medical expenses.	$ 5,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 5,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #3

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2010 - 2011 For the Months of...	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
August	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
September	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
October	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
November	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
December	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
January	$300.00	Medical expenditures: lab work, medication, medical procedures, etc.
February	$400.00	Medical expenditures: lab work, medication, medical procedures, etc.
March	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
April	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
May	$300.00	Medical expenditures: lab work, medication, medical procedures, etc.
TOTAL:	**$5,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #3

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	5	Medical services
August	5	Medical services
September	10	Medical services
October	5	Medical services
November	5	Medical services
December	5	Medical services
January	5	Medical services
February	5	Medical services
March	5	Medical services
April	5	Medical services
May	5	Medical services
Total for the Year:	**60**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #4

Section I In summary, describe the service(s) that the agency / organization provides to the community.

HFHC provides medical and counseling services to the uninsured members of our community. The doctors providing medical care are volunteers – all have their own practice and donate time during the month to serve our patients.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 8,000.00 Awarded By: Precinct #4

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

The awarded CDBG funds will be used for our medical and case management patients. Funds will be used for medical procedures that include, but are not limited to, blood work, x-rays, MRIs, counseling and other related medical expenses as needed.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Services provided as a result of CDBG funds include blood work and additional medical procedures. The medical and case management services will be completed at Hope Family Health Center during working hours (currently T/TH 9-7, W/F 9-5). Blood work and other medical procedures will be completed off site.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Patients who utilize HFHC's services are low to extremely low income. Many cannot afford the suggested $5 donation and can definitely not afford the cost of medication, blood work and further medical procedures.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 80 new patients who reside in the Pct 4 Urban County eligible areas will be served. The patients that are seen at HFHC are those living in the LRGV who are uninsured and low income. Children, adults, and the elderly are serviced at HFHC.

Section VII List the location(s) with a physical address where the service(s) will be provided.

HFHC is located at 2332 Jordan Rd McAllen, TX 78503

Exhibit B-1
GRANT BUDGET
Precinct #4

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Medical Procedures to include, but not limited to, blood work (lab), x-rays, medication, EKGs, minor surgeries, case management and counseling and other related medical expenses.	$ 8,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 8,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #4

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2010 - 2011 For the Months of...	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$700.00	Medical expenditures: lab work, medication, medical procedures, etc.
August	$700.00	Medical expenditures: lab work, medication, medical procedures, etc.
September	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
October	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
November	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
December	$600.00	Medical expenditures: lab work, medication, medical procedures, etc.
January	$600.00	Medical expenditures: lab work, medication, medical procedures, etc.
February	$700.00	Medical expenditures: lab work, medication, medical procedures, etc.
March	$700.00	Medical expenditures: lab work, medication, medical procedures, etc.
April	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
May	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
TOTAL:	**$8,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #4

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	5	Medical services
August	5	Medical services
September	10	Medical services
October	10	Medical services
November	10	Medical services
December	5	Medical services
January	5	Medical services
February	5	Medical services
March	10	Medical services
April	10	Medical services
May	5	Medical services
Total for the Year:	**80**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, **only** after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."